

**TOWN OF WEST HARTFORD AND
WEST HARTFORD BOARD OF EDUCATION
REQUEST FOR PROPOSALS
TEMPORARY SCHOOL NURSE STAFFING SERVICES
BID # 6167F
August 27, 2010**

A. INTENT AND GENERAL INFORMATION

The Town of West Hartford and the West Hartford Board of Education (hereinafter referred to as the "Town") are accepting proposals for temporary school nurse staffing services. Temporary school nurse staffing services may be sought when existing full time, part time, or temporary Town nursing staff are unavailable due to short or long term illness, attendance at conferences/workshops, or to manage a specialized or medically complex student. Assignments through this contract could be in either the public or non-public schools located within the Town of West Hartford.

B. SCOPE OF SERVICES

- 1) The respondent shall, upon request of the Town, arrange and refer qualified Registered Nurses (RN) to meet the temporary staffing needs and perform duties as set forth in **Exhibit A (Job Specifications and Requirements)**.
- 2) The respondent shall be accessible to the Town twenty-four (24) hours each day, seven (7) days each week in person or via telephone.
- 3) The respondent shall utilize a system, for times outside normal business operations, which shall provide contact with a respondent representative. Such a system shall provide immediate contact with a representative or have the call returned within ten (10) minutes with confirmation of the request followed by confirmation of requesting or cancellation of service within a reasonable period, not to exceed one (1) hour.
- 4) The respondent shall provide general competency assessment and evaluation for all temporary school nurses related to the assignments for which they are scheduled.
- 5) The respondent shall comply, and cause their temporary school nurse personnel to comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the Town under and pursuant to the Contract, including, but not limited to, criminal

- 6) The respondent shall ensure qualified professional staff are referred for placement by conducting a thorough pre-employment screening process for Registered Nurses that includes, but is not limited to, employment and criminal background checks, as referenced in sub-section 5 above, verification of all current certification(s), State of Connecticut license verification, required medical documentation, and pre-employment drug screenings.
- 7) The respondent shall maintain employment for and pay each temporary school nurse in accordance with the respondent's policies. Each temporary school nurse shall be placed on the respondent's payroll and be compensated for actual hours worked for the Town. The respondent shall be responsible for all applicable payroll deductions as required by law and maintain unemployment compensation insurance.
- 8) Respondent shall provide invoices which reflect the actual hours worked, location of the assignment and attach a copy of the time card detailed in Section C (3).
- 9) The respondent shall agree that a cancellation fee would be imposed only if the Town cancels an assignment within four (4) hours of a scheduled shift. Such cancellation fee shall be equal to four (4) hours of regular pay. The Town retains the right to assign the RN to an alternate assignment during the four (4) hours.

C. TOWN TO PROVIDE

- 1) The Town shall request and accept qualified school nurses for per diem assignments to fill temporary staffing needs as needed.
- 2) Information shall be provided to the respondent and respondent representative regarding specifics related to the assignment including the specific individual to whom the temporary school nurse will report and associated hours of work.
- 3) The Town shall sign time cards representing the hours and dates worked and shall adhere to the cancellation policy defined in Section B (9).
- 4) A site specific orientation shall be conducted by the Town's program manager/supervisor to address relevant program-specific procedures.
- 5) Site specific information required for compliance with OSHA standards relating to blood-borne pathogens shall be provided such as location of protective equipment, site procedures, etc. All qualified temporary

personnel shall have a current Hepatitis B vaccine (or produce signed declination).

D. TAXES

The Town of West Hartford and the West Hartford Board of Education are qualified, tax-exempt institutions and as such are not liable for any federal, state, or local excise, sales, use, property or other taxes that the respondent may incur as a result of this Contract. Respondents will be responsible for all federal, state or local taxes as a result of this Contract.

E. INSURANCE

The respondent shall provide a Certificate of Insurance and an Endorsement acceptable to the Town of West Hartford and West Hartford Board of Education in accordance with **Exhibit B**.

F. INDEMNIFICATION

The respondent agrees to release, defend, indemnify and hold harmless the Town of West Hartford and West Hartford Board of Education, its respective boards and commissions, officials, officers, agents, employees and servants from any and all suits, claims, losses, damages, costs (including, without limitations, cost of investigation and reasonable attorney's fees), liabilities, or judgments of every name and nature, including but not limited to injuries or alleged injuries to person(s) (including, without limitation, death), or to property or financial losses sustained by any persons or concern, including but not limited to, officers, employees, subcontractors, agents and servants of the respondent, arising or alleged to have arisen out of or in connection with the negligent and/or willful acts, or failure to act, of the respondent in performance of a contract and/or related to the use of the premises furnished by the Town or Board of Education to the contractor. This indemnity shall not be affected by other portions of this contract relating to insurance requirements.

The respondent shall defend, indemnify and hold the Town of West Hartford and West Hartford Board of Education, its respective boards and commissions, officials, officers, employees, agents and servants harmless from any loss, claim, cost or damage that may arise out of the failure of the respondent, its agents or employees, to comply with any laws or regulations of the United States of America, the State of Connecticut, the Town of West Hartford, the West Hartford Board of Education, or their respective agencies. This indemnity shall not be affected by other portions of the contract relating to insurance requirements.

G. DISCLOSURE OF LITIGATION

The respondent shall disclose to the Town and Board of Education, to the best of their knowledge, any claims involving the respondent or the respondent's representatives that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the contract, no later than ten (10) days after becoming aware or after they should have become aware of any such claims. Disclosure shall be in writing.

H. NON-DISCRIMINATION

The respondent, in performing under this contract, shall not discriminate against any worker, employee, applicant, or any member of the public because of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, in any manner prohibited by the laws of the United States or the State of Connecticut, unless it is shown by the respondent that such disability prevents performance of the work involved, nor otherwise commit an unfair employment practice. The respondent will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, in any manner prohibited by the laws of the United States or the State of Connecticut. All temporary staffing personnel must be able to perform the essential functions of school nursing with or without reasonable accommodation.

I. CONTRACT FOR SERVICES

The Town and Board of Education and the respondent expressly agree that this is a contract for the provision of the specific services hereinabove described; that the respondent is to arrange for the performance of those services for the term set forth herein and pursuant to the provisions of this contract; that the respondent is an independent contractor, not an employee of the Town, and as such neither the contractor nor its employees are entitled to any Town employment benefits, including without limitation, life and health insurance, vacation and sick leave, workers' compensation, or pension rights.

J. RIGHT TO REFUSE OR REMOVE

The Town reserves the right to demand the removal of any assigned temporary school nurse at any time for just cause. Upon such request for removal, the respondent shall immediately replace the assigned temporary school nurse.

J. SUBCONTRACTING

The respondent shall not subcontract the provision of any services pursuant to this Agreement without the prior written consent of the Town and Board of Education.

K. FORCE MAJEURE

In the event of any unavoidable cause beyond the control of the parties, whether natural or man-made, which renders performance of this contract impossible, the contract shall be terminated. Such occurrences shall include, without limitation, death of the respondent (in the event that the respondent is a sole proprietor); destruction of all, or a major portion of the respondent's equipment; legal order by a court of competent jurisdiction, or referendum barring performance of the contract; war, famine, flood, plague, pestilence or act of God. Any amounts due to either party by the other as the result of actions taken pursuant to the contract prior to the occurrence which renders performance impossible shall be paid, but no further sums shall be due from either party to the other, by way of damages for the termination of the contract under this provision. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.

L. TERM OF CONTRACT

The Contract will be in effect from the date the Contract is executed through June 30, 2012. The Town may extend this Contract for a period of two (2) years by mutual agreement in writing by both parties.

M. PROPOSALS

Respondents to this request for proposals are hereby notified that all proposals submitted and information contained therein and attached thereto will not become public information until selection of the successful respondent.

1) **Submission and Deadline**

All proposals must be received by September 20, 2010 at 3:00 PM.

One original and three (3) copies shall be submitted to:

**Chris Johnson, Purchasing Agent
Town of West Hartford
Purchasing Division, Room 221
50 South Main Street
West Hartford, CT 06107**

General questions about this request may be directed in writing, by e-mail or facsimile to Rick Hyman, Buyer, at rick.hyman@westhartford.org or (860) 561-7479 no later than one week prior to proposal deadline. All firms who have received a copy of this request, but who decide not to offer a Proposal to the Town of West Hartford, are asked to submit a negative reply. Specific comments and observations are encouraged.

2) **Packaging**

The original proposal along with three (3) copies shall be placed in one sealed envelope, bearing the name and address of the respondent and clearly marked with the words, "RFP: Temporary School Nurse Staffing Services".

3) **Organization and Content**

The Town will not be liable for any costs incurred in the preparation of the response to this request. Proposals must be bound, paginated, indexed and numbered consecutively. The respondent's authorized official must sign all proposals.

The proposal must also provide name, title, address, and telephone numbers including FAX numbers for 1) the individual with authority to negotiate and contractually bind the firm, and 2) for those who may be contacted for the purpose of clarifying the information provided therein. No original material should be submitted as all proposal submissions and materials become property of the Town and will not be returned.

a) **Section 1: Submittal Letter**

Respondents shall submit a cover letter, addressed to Chris Johnson, Purchasing Agent, signed by an authorized principal or agent of the respondent, which provides an overview of the respondent's offer, as well as the name, title, fax number, e-mail address and phone number of the person to whom the Town may direct questions concerning the proposal. The letter should also include a statement by the respondent accepting all terms and conditions contained in this request, signed by an officer or other individual with authority to bind the firm.

b) **Section 2: Detailed Proposal Including:**

Experience with Similar Work: Please complete *Exhibit E* providing a detailed written summary of the respondent's experience within the last two (2) years.

Service Delivery Plan: Describe how services required herein will be provided to the Town and Board of Education, and describe how the service delivery plan will ensure timely delivery of services.

Company Policies: Provide company or corporate policies related to Code of Ethics, Conflicts of Interest, Confidentiality, Recordkeeping and Documentation, HIPAA, OSHA Regulations, Hazard Communications, Bloodborne Pathogens, Non-Discrimination, Grievance, and Sentinel Events, among others related to compliance with state and federal laws.

References: Provide the name, address and telephone number of two organizations where similar services have been provided by respondent organization.

c) **Section 3: Fee Proposal Terms**

All respondents are required to submit a fee proposal for all services outlined in the scope of services. The fee proposal shall include all costs associated with temporary personnel services. The Town is exempt from the payment of excise taxes, transportation and sales taxes imposed by the Federal Government and/or the State of Connecticut. Such taxes must not be included in the fixed fee. Respondents should include its provisions for billing and payments. The Town reserves the right to negotiate fees and payment scheduled with the selected respondent.

d) **Section 4: Required Forms**

Taxpayer's Identification Number: Every respondent, whether an individual, proprietor, partnership, or a non-profit corporation or organization must fill out and submit with their proposal the Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification.

Certification of Insurance: A certificate of insurance shall be submitted naming the Town of West Hartford and West Hartford Board of Education as additional insureds and meeting the requirements of Section E.

The respondent must sign all Proposals: Unsigned proposals cannot and will not be considered.

N. PROPOSAL EVALUATION

1) Selection Criteria

The following criteria will be used, without limitation, in determining the successful respondent:

The Respondent's technical understanding of the project, its purpose and scope as evidenced by the quality of the proposal submitted and staffing plan. This shall include the background and experience of the Respondent in providing similar services elsewhere, including the level of experience in working with municipalities and/or other governmental bodies of similar size, and the quality of services performed, either for the Town or for other municipal or private sector clients. Respondents are asked to respond to each item delineated in Section B, Scope of Services. If items are not part of base fees, please indicate in your proposal any additional fees.

Competitiveness of proposed fee, although the Town is not bound to select the respondent who proposed the lowest fees for services, the Town reserves the right to negotiate fees with the selected respondent. Respondents shall indicate exactly what is included in each fee. The selection committee will evaluate fee on a Total Cost basis.

2) Selection Procedures

The Purchasing Agent reserves the right to reject any or all proposals or parts thereof for any reason, to negotiate changes to proposal terms, and to waive minor inconsistencies with the RFP.

The Town intends to negotiate and enter into a contract with the most responsible respondent(s) whose proposal is determined to be in the best interest of the Town.

O. PRINCIPALS/COLLUSION

By submission of a Proposal, the respondent does declare that the only person(s) interested in this proposal as principal(s) is/are named therein and that no other person other than therein mentioned has any interest in this proposal or contract to be entered into; that this proposal is made without connection to any other person, company, or parties making a proposal, and that it is in all respects fair and in good faith without collusion or fraud.

P. TERMINATION, CANCELLATION AND EXPIRATION

Failure of the Contractor to perform the duties outlined in the "Scope of Services" portion of the Contract shall constitute a breach of the Contract and the Town may

take appropriate corrective action as it deems necessary, including but not limited to, termination of the Contract.

EXHIBIT A – School Nurse Job Description

EXHIBIT B – Insurance

**EXHIBIT C - Location of Public and Non-Public Schools
Within the Town of West Hartford**

EXHIBIT D – State of Connecticut Statutes 10-212 (c) and 29-17 (a)

Exhibit A – Job Specifications and Requirements



Town of West Hartford and West Hartford Public Schools Job Description

Job Title: School Nurse

Reports To: Senior Nurse/Nursing Supervisor

Department: Non-Public School Nursing Program/Health Services

Job Purpose:

To provide a comprehensive school health program which promotes student well-being by offering emergency and routine nursing assessments and interventions.

Work Environment:

Work is performed primarily in an office or clinic setting. Work may be performed with an individual student or on a school bus. May be required to work in more than one facility during an assignment which requires local travel in a personal vehicle. Performance of work presents the continual risk of exposure to bodily fluids and frequent exposure to communicable diseases. Will be required to wear protective clothing. Some limited lifting of equipment and/or materials up to 25 pounds.

Essential Job Functions (Short Term Assignments):

- Provides care to a wide range of students including those with physical and emotional disabilities.
- Assesses varied immediate health problems presented by students. Develops and implements nursing care plans with specific goals and interventions unique to students' needs.
- Conducts screening programs including vision, audiometric, postural, growth and development, as needed. Follows Town referral process for students found to have results outside normal limits determined by the screening procedures.
- Follows methods of communication for the documentation and follow-up of communicable diseases and intervention required for immunization standards.

- Assists in the implementation of an emergency care system with the school(s) to provide judgment and intervention appropriate to emergent conditions.
- Provides appropriate nursing interventions for at-risk populations.
- Maintains and updates student health records.
- Collects information about the health and developmental status of students in a systematic and continuous manner; utilizes collected data to determine nursing interventions.
- Maintains the school health office assuring necessary supplies and equipment are present and operational.
- Communicates and interacts with parents, teachers, counselors, professional colleagues on emergent issues.
- Performs job duties in the work environment as described above.

Additional Job Responsibilities:

- Collaborates with other professionals in planning to assure quality health care provided to students.

Essential Job Functions (Long Term Assignments):

In addition to the essential job functions noted for a short term assignment, long term assignments may also include the following duties:

- Maintains a comprehensive School Health Program.
- Provides planning, implementation and evaluation of screening programs and implements a follow up process.
- Assists in planning and implementation of required health physical assessments required for students.
- Initiates a healthy school environment by using nursing judgment to evaluate classroom and other general areas for health and safety hazards, and by motivating, reinforcing, and encouraging students and school staff to participate in developing attitudes enhancing healthy behavior.
- Prepares and conducts Health Education programs.
- Prepares monthly and annual reports and mandated reporting to community agencies, as necessary.
- Participates as a member of interdisciplinary team, assisting students, families, and school personnel achieve optimal levels of wellness through health education.
- Contributes to nursing and school health through innovations in theory and practice and participation in research.

Knowledge, Skills, and Abilities:

- Knowledge of the current clinical nursing science and the mastery of those skills which allow for the provision of direct assessment, intervention and evaluation of nursing care.

- Knowledge of the administration, analysis and interpretation of physiological screenings performed.
- Knowledge of communicable disease modes of identification, transmission, incubation periods and treatment.
- Knowledge of universal precautions.
- Knowledge of nursing practice within the scope of the CT Nurse Practice Act.
- Knowledge of HIPAA.
- Ability to communicate effectively with appropriate school personnel and community agencies as they relate to school health services.
- Ability to utilize automated student health record software and electronic records.
- Ability to communicate and counsel students as needed for physical and emotional crisis intervention.
- Ability to evaluate health status of a school population.

Minimum Qualifications:

Graduation from an accredited college or university with a Bachelor's degree, preferably in nursing from a program approved by the National League for Nursing and a current Registered Nurse license in the State of Connecticut with one or more years experience in public health or school nursing; or any equivalent combination of education and experience. Individual must possess and maintain CPR certification.

EXHIBIT B - INSURANCE TEMPORARY SCHOOL NURSES

The Contractor shall procure insurance coverage against claims that may arise from, or in connection with the performance of the contract and/or related use of the premises furnished by the Town to the Contractor. The Contractor shall keep all the required insurance in force continuously pursuant to their responsibility described in this contract, including any and all extensions. The Contractor shall pay all costs, premiums, and audit charges earned and payable under the required insurance.

For the purpose of this exhibit: the term "Contractor" shall also include their respective agents, representatives, employees or subcontractors; and the term "Town of West Hartford and West Hartford Board of Education" (hereinafter called the "Town") shall include their respective officers, agents, officials, employees, servants, boards and commissions.

A. Minimum Scope and Limits of Insurance:

The insurance required shall be written for not less than the scope and limits of insurance specified in this exhibit, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage is greater. It is agreed that the scope and limits of insurance coverage specified in this exhibit are minimum requirements and shall in no way limit or exclude the Town from additional limits and coverage provided under the Contractor's policies.

1) **Commercial General Liability:**

\$1,000,000 combined single limit per occurrence for bodily injury, personal injury, property damage, contractual liability and products /completed operations.

2) **Automobile Liability & Physical Damage Coverage:**

\$500,000 combined single limit per occurrence for any auto, including statutory uninsured/underinsured motorists coverage and \$1,000 medical payments. Policy to include collision and comprehensive physical damage coverage for any auto used for the purpose of this contract.

3) **Workers' Compensation:**

Coverage A / Workers' Compensation: statutory limits as required by the Labor Code of the State of Connecticut. Coverage B / Employer's Liability: limits of \$100,000 each accident, \$500,000 disease/policy limit, \$100,000 disease/each employee. The Contractor agrees to hold the Town of West Hartford, the West Hartford Board of Education, their respective boards and commissions, officers, agents, officials, employees, servants, volunteers, contractors and representatives harmless from any and all suits, claims, and actions arising from personal injuries sustained by the Contractor or Contractor's employees during the course of the performance of this contract, however caused.

4) **Personal Property:**

The Contractor agrees that the Town shall not be responsible for any injury or damage caused to the Contractor's property, however caused. All property of the Contractor and its agents shall be brought or maintained on the Town property at the sole risk of the Contractor. To the extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the Town from any and all losses or damages, however caused, to any and all personal property belonging to the Contractor, its agents, representative, employees and/or subcontractors.

5) **Medical Malpractice:**

\$1,000,000 per claim, \$2,000,000 aggregate.

B. Additional Insured Endorsement:

All liability policies (with the exception of Worker's Compensation) shall include the Town of West Hartford, the West Hartford Board of Education, and their respective officers, agents, officials, employees, servants, boards and commissions as an Additional Insured with respect to liability arising out of or in connection with the activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town.

C. Acceptability of Insurers:

Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with a Best's rating of no less than A:VII, or otherwise deemed acceptable by the Town's Risk Manager.

D. Subcontractors:

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

E. Waiver of Subrogation:

Contractor shall provide that all insurance policies include a waiver of subrogation clause that states that it is agreed that in no event shall the insurance company have any right of recovery against the Town. When the Contractor is self-insured, it is agreed that in no event shall the Contractor have any right of recovery against the Town.

F. Claims-Made Form:

If the insurance coverage is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the contract. The certificate of insurance shall state the retroactive date and that the coverage is claims-made. The Contractor shall maintain coverage for the duration of the contract and for the two (2) years following the completion of the contract. Evidence of such coverage shall be provided to the Town thirty (30) days prior to each policy expiration.

G. Aggregate Limits:

If a general aggregate is used, the general aggregate limit shall apply separately to the project or shall be twice the occurrence limit. All aggregate limits must be declared to the Town. It is agreed that the Contractor shall notify the Town with reasonable promptness with information concerning the erosion of limits due to claims paid under the general aggregate during the contract term. If the aggregate limit is eroded, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. The Contractor shall pay the premium.

H. Deductibles and Self-Insured Retentions:

Contractor must declare any deductibles or self-insured retentions to the Town. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify.

I. Notice of Cancellation or Nonrenewal:

For other than non-payment of premium, each insurance policy required by this exhibit shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Town. Ten (10) days prior written notice shall be given for non-payment of premium

J. Other Insurance Provisions:

The policies are to contain, or be endorsed to contain, the following provisions:

1) **Liability Coverages**

- a) The Contractor's insurance coverage shall be primary insurance with respect to the Town. Any insurance or self-insurance maintained by the Town shall be excess of the Contractor's insurance and shall not contribute with it.
- b) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought.
- c) Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the Town.

K. Verification of Coverage:

The Contractor shall provide the Town with certificates of insurance, declaration pages, policy endorsements or provisions confirming compliance with this exhibit before work commences. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewal of expiring certificates shall be filed thirty (30) days prior to expiration. The Town reserves the right to require complete, certified copies of all required policies, at any time.

All insurance documents required by this exhibit should be mailed to: Town of West Hartford, Risk Management Division, 50 South Main Street, West Hartford, Connecticut 06107.

L. Failure to Purchase or Maintain Insurance:

If the Town or the Contractor is damaged by failure of the Contractor to purchase or maintain insurance required by this exhibit, the Contractor shall bear all reasonable costs including, but not limited to, attorney's fees and costs of litigation, properly attributable thereto.

Initials/ Contractor

Date

Initials/ Town of West Hartford

Date

**Exhibit C – Location of Public and Non-Public Schools
Within the Town of West Hartford**

Public Schools

Aiken School	212 King Philip Drive
Braeburn School	45 Braeburn Road
Bristow Middle School	34 Highland Street
Bugbee School	1943 Highland Street
Charter Oak School	425 Oakwood Avenue
Conard High School	110 Beechwood Road
Duffy School	95 Westminster Drive
King Philip Middle School	110 King Philip Drive
Morley School	77 Bretton Road
Norfeldt School	35 Barksdale Road
Sedgwick Middle School	128 Sedgwick Road
Smith School	64 St. James Street
Webster Hill School	125 Webster Hill Boulevard
Whiting Lane School	45 Whiting Lane
William Hall High School	975 North Main Street
Wolcott School	71 Wolcott Road

Addresses

Non-Public Schools

Intensive Education Academy, Inc	840 North Main Street
Kingswood-Oxford High School	170 Kingswood Road
Northwest Catholic High School	29 Wampanoag Drive
Renbrook School	2865 Albany Avenue
St. Brigid School	100 Mayflower Street
St. Thomas School	25 Dover Road
St. Timothy School	225 King Philip Drive
Solomon Schechter School	26 Buena Vista Road

Addresses

EXHIBIT D – Connecticut State Statutes

Sec. 10-212. School nurses and nurse practitioners. Administration of medications by parents or guardians on school grounds. Criminal history records checks. (a) Each local or regional board of education shall appoint one or more school nurses or nurse practitioners. Such school nurses and nurse practitioners appointed by such boards shall be qualified pursuant to regulations adopted in accordance with the provisions of chapter 54 by the State Board of Education in consultation with the Department of Public Health. Such school nurses may also act as visiting nurses in the town, may visit the homes of pupils in the public schools and shall assist in executing the orders of the school medical advisor, if there is any in such town, and perform such other duties as are required by such board.

(b) Notwithstanding any provision of the general statutes or any regulation of Connecticut state agencies, nothing in this section shall be construed to prohibit the administering of medications by parents or guardians to their own children on school grounds.

(c) School nurses and nurse practitioners appointed by or under contract with any local or regional board of education and any nurse provided to a nonpublic school under the provisions of section 10-217a shall submit to a criminal history records check in accordance with the provisions of section 29-17a.

Sec. 29-17a. Criminal history records checks. Procedure. Fees. (a) If a criminal history records check is required pursuant to any provision of the general statutes, such check shall be requested from the State Police Bureau of Identification and shall be applicable to the individual identified in the request. The requesting party shall arrange for the fingerprinting of the individual or for conducting any other method of positive identification required by the State Police Bureau of Identification and, if a national criminal history records check is requested, by the Federal Bureau of Investigation. The fingerprints or other positive identifying information shall be forwarded to the State Police Bureau of Identification which shall conduct a state criminal history records check. If a national criminal history records check is requested, the State Police Bureau of Identification shall submit the fingerprints or other positive identifying information to the Federal Bureau of Investigation for a national criminal history records check, unless the Federal Bureau of Investigation permits direct submission of the fingerprints or other positive identifying information by the requesting party.

(b) The Commissioner of Public Safety may charge fees for conducting criminal history background checks as follows:

(1) Except as provided in subdivision (2) of this subsection, for a person requesting (A) a state criminal history records check, the fee charged by the Department of Public Safety for performing such check, and (B) a national criminal history records check, the fee charged by the Federal Bureau of Investigation for performing such check.

(2) For a state agency requesting a national criminal history records check of a person, the fee charged by the Federal Bureau of Investigation for performing such check. The state agency shall reimburse the Department of Public Safety for such cost. Unless otherwise provided by the provision of the general statutes requiring the criminal history records check, the state agency may charge the person a fee equal to the amount paid by the state agency under this subdivision.

Municipality/School System	Name and Title of Contact	Contact's Telephone Number	# or Frequency of Assignments

2.) Submit a listing of personnel who would be qualified to meet the requirements of this Contract. Identify, by individual, the years of experience in school nursing, and their educational level (Associates, Diploma, Bachelors, Masters)

3.) Are you able to provide staffing for medically complex students? Yes No

Describe previous examples of medically complex students your staff have cared for.

4.) Are you able to provide temporary staffing for long term assignments, i.e., address special student needs, medical leaves, et al.? Yes No

INSTRUCTIONS TO BIDDERS

ANTI DISCRIMINATION

The Contractor agrees and warrants that in the performance of this Contract it will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, age, marital status, ancestry, national origin, past history of mental disorder, mental retardation or physical disability or other basis in any manner prohibited by the laws of the United States, the State of Connecticut, or the Town of West Hartford.

APPLICABLE LAW

The Contract pursuant to this solicitation shall be governed by, and the Town and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Connecticut, except as otherwise provided in such Contract or in laws pertaining specifically to the Town. This Contract shall be governed by the laws of the State of Connecticut, and suits pertaining to this contract shall be brought only in federal or state courts in the state of Connecticut.

ASSIGNMENT - DELEGATION

No right or interest in the contract shall be assigned by the Contractor without prior written permission of the Town, and no delegation of any duty of Contractor shall be made without prior written permission of the Town's Purchasing Agent. The Town shall not unreasonably withhold approval and shall notify the Contractor of the Town's position within a reasonable period of time.

AWARD OF CONTRACT

Award will be made to the lowest responsible qualified bidder.

A Bidder, if requested, must be prepared to present evidence of experience, ability, service facilities and financial standing necessary to meet satisfactorily the requirements set forth or implied in the bid.

The Purchasing Agent reserves the right to reject the bid of any bidder in default of any prior contract or guilty of misrepresentation, or of any company having as its sales agent or representative, or member of the firm, any individual in default or guilty of misrepresentation. Each bid will be received, with the understanding that the acceptance in writing by the Purchasing Agent of the offer to furnish any or all of the commodities described therein, shall constitute a contract between the Bidder and the Town, which shall bind the Bidder on his part to furnish and deliver the commodities at the prices given and in accordance with conditions of said accepted bid and specifications. No alterations or variations of the terms of the contract shall be valid or binding upon the Town unless made in writing and signed by the Purchasing Agent. The placing, in the mail to the address given in the bid or delivery of a notice of award to a bidder will constitute notice of acceptance of an offer. When so requested by the Purchasing Agent, the Contractor shall execute a formal contract with the Town for the complete performance specified therein. The contract may be terminated or annulled by the Purchasing Agent upon nonperformance of contract terms or failure of the Contractor to furnish performance surety and/or insurance certificates within ten (10) days from date of request. Any unfulfilled deliveries against such contract may be purchased from other sources at the Contractor's expense.

Failure of a Contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Agent or failure to make replacements of rejected commodities when so requested, immediately or as directed by the Purchasing Agent, will constitute authority for the Purchasing Agent to purchase in the open market, the commodities to replace the commodities rejected or not delivered. The Purchasing Agent reserves the right to authorize immediate purchases in the open market against rejections on any contract when necessary. On all such purchases, the Contractor agrees promptly to reimburse the Town for excess costs occasioned by such purchases. Such purchases will be deducted from the contract quantities. However, should public necessity demand it, the Town reserves the right to use or consume commodities delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.

BEST CUSTOMER PREFERENTIAL PRICING

The contractor shall reduce the contract price of any good or service for which a contract award is executed to an amount equal to or lower than any pricing offered to any other commercial customer or the general public. This reduction in price shall be applied when the goods or services are identical to those contracted for and quantities requested meet any minimum quantity requirements for such pricing.

CERTIFICATION

By signature of the offeror, the offeror certifies:

The submission of the offer did not involve collusion or other anti-competitive practices.

The offeror had not given, offered to give, not intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting Contract and may be subjected to legal remedies by law.

The offeror submitting the offer hereby certifies that the individual signing the offer and/or Contract is an authorized agent for the offeror and has the authority to bind the offeror to the contract.

CLAYTON ACT ASSIGNMENT OF RIGHTS

The Contractor and/or Subcontractor offers and agrees to assign to the Town of West Hartford and/or the West Hartford Board of Education all rights, titles and interest in all causes of action it may have under Section 4 of the Clayton Act., 15 U.S.C. Section 15, or under Connecticut General Statutes 35-24 et. seq., as amended, arising out of the purchase of services, property, or intangibles of any kind pursuant to the Agreement, or Subcontracts thereunder. This assignment shall be made and become effective at the time the Town/Board awards or accepts such Agreement, without further acknowledgment by the parties. In the alternative, at the option of the Town, the Contractor and/or Subcontractor agrees to pay to the Town its proportionate share of recoveries for anti-trust violations which relate to purchases pursuant to this Contract, or Subcontracts hereunder. The Contractor and/or Subcontractor agrees promptly to notify the Purchasing Agent of the Town of West Hartford of suspected anti-trust violations and claims.

CONTRACT

The contract pursuant to this solicitation shall be based upon the request for bid issued by the Town and the offer submitted by the Contractor in response to the request for bid. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the request for bid. The Town reserves the right to clarify any contractual terms with the concurrence of the Contractor. However, any substantial non-conformity in the offer, as determined by the Town Purchasing Agent, shall be deemed nonresponsive and the offer rejected. Such contract shall contain the entire agreement between the Town and the Contractor relating to this requirement and shall prevail over any and all previous Agreements, contract, proposals, negotiations, purchase orders or master Agreements in any form.

CONTRACT AMENDMENTS

The contract pursuant to this solicitation shall be modified only by a written contract amendment signed by the Town Purchasing Agent and persons duly authorized to enter into contracts on behalf of the Contractor.

COST OF BID PREPARATION

The Town shall not reimburse the bidder for the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

DELIVERY

All prices bid must be on the basis of F.O.B. destination, inside delivery, unloaded and assembled unless otherwise indicated in the bidding documents. The contractor shall be responsible for all freight cost.

It shall be understood and agreed that any and all commodities furnished shall comply fully with all applicable O.S.H.A., Federal and State laws and regulations.

Any equipment delivered must be standard new equipment, latest model, except as otherwise specifically stated in bidding documents. Where any part or nominal appurtenances of equipment are not described, it shall be understood that all the equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.

Delivery must be made as ordered and in accordance with the bidding documents. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Contractor.

Commodities shall be securely and properly packed for shipment according to accepted standard commercial practice, without extra charge for packing cases, bailing or sacks, the containers to remain the property of the Town unless otherwise stated in the bidding documents.

GRATUITIES

The Town may, by written notice to the Contractor, cancel the contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the Town amending, or the making of any determinations with respect to the performing of such contract. In the event this contract is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

INDEMNIFICATION

The Bidder is aware of and agrees that, if awarded an Agreement, he is bound by the following indemnification language:

To the fullest extent permitted by law, the Contractor shall release, defend, indemnify, and hold harmless the Town of West Hartford and the West Hartford Board of Education, their respective boards, commissions, officers, officials, employees, agents, representatives, and servants from any and all suits, claims, losses, damages, costs (including without limitation reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgments or any name or nature for:

Bodily injury, sickness, disease, or death; and/or

Damage to or destruction of property, real or personal; and/or

Financial losses (including, without limitation, those caused by loss of use)

sustained by any person or concern, including officers, employees, agents, Subcontractors or servants of the Town, the Board of Education, or the Contractor, or by the public, which is cause or alleged to have been caused in whole or in part by the negligent act(s) or omission(s) of the Contractor, its officers, employees, agents, or Subcontractors, in the performance of this Agreement or from the inaccuracy of any representation or warranty of the Contractor contained in the Contract Documents. This indemnity shall not be affected by other portions of the Agreement relating to insurance requirements.

- To the fullest extent permitted by law, the Contractor agrees to release, defend, indemnify, and hold harmless the West Hartford Board of Education and the Town of West Hartford, their respective boards and commissions, officials, officers, employees, agents, representatives, and servants from any loss, claim, cost penalty, fine or damage that may arise out of the failure of the Contractor, its officers, agents, employees or Subcontractors to comply with any laws or regulations of the United States of America, the State of Connecticut, the Town of West Hartford, or their respective agencies. This undertaking shall not be affected by other portions of the Agreement relating to insurance requirements.

INTERPRETATION OF BIDS

Qualified bids are subject to rejection in whole or in part. A qualified bid is defined as one limiting or modifying any of the terms and conditions and/or specifications of the invitation to bid.

Bidders are cautioned to initial erasures, alterations or corrections. Failure to do so may result in rejection of bids.

Unless limited by the term "no substitute", the use of the name of a manufacturer or of any particular make, model, or brand in describing an item, does not restrict bidders to that manufacturer or specific article, this means being used simply to indicate the character or quality of the article so described; but the article offered must be of such character and quality that it will serve the purpose for which it is to be used, equally as well as that specified, and shall be deemed by the Town to be so warranted by the bidder. Bids on comparable items must clearly state the exact article being offered, and bidder shall furnish such other information concerning the article being offered as necessary to evaluate its

acceptability for the purpose intended. If the bidder does not indicate that the article he offers is other than as specified, it will be understood that the bidder is offering the article exactly as specified.

The Purchasing Agent reserves the right to reject any or all bids, or the bid for any one or more commodities or contracted services included in any or all bids, to waive any informality in bids and unless otherwise specified, to buy any part or the whole from one or more bidders when it is to the Town's best interest to do so.

INTERPRETATION - PAROL EVIDENCE

The contract pursuant to this solicitation is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of such Contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the contract. Acceptance or acquiescence in a course of performance rendered under the contract shall not be relevant to determine the meaning of the contract even though the accepting or acquiescing party had knowledge of the nature of this performance and opportunity to object.

LAW OF WAIVER

Any breach of contract which the Town does not object to shall not operate as a waiver of the Town to seek remedies available to it for any subsequent breach.

LICENSES

Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.

PUBLIC RECORD

All proposals submitted in response to this request shall become the property of the Town and shall become a matter of public record available for review subsequent to the award notification.

PROPERTY TAX ASSESSMENT

All owners of real estate, or of tangible personal property located in any town for three months or more during the assessment year immediately preceding any assessment day, who are nonresidents of such town, shall file lists of such real estate and personal property with the assessors of the town in which the same is located on such assessment day, if located in such town for three months or more in such year, otherwise, in the town in which such property is located for the three months or more in such year nearest to such assessment day, under the same provisions as apply to residents, and such personal property shall not be liable to taxation in any other town in this state. The list of each nonresident taxpayer shall contain his post-office and street address. The assessors shall mail to each nonresident, or to his attorney or agent having custody of his taxable property, at least fifteen days before the expiration of the time for filing lists, blank forms for filing lists of such property. The lists of taxable property of nonresidents shall be arranged in alphabetical order and separate from the lists of residents, provided no such separation shall be necessary in any town the board of assessors of which, upon the request of its property tax collector, has made rules and regulations approved by the secretary of the office of policy and management setting up an alternative method of arrangement.

PROVISIONS REQUIRED BY LAW

Each and every provision of law and any clause required by law to be in the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

RELATIONSHIP OF PARTIES

It is clearly understood that each party shall act in its own individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. The Contractor is advised that taxes or social security payments shall not be withheld from a Town payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any. The Contractor understands that it is not entitled to compensation in the form of salaries, or to paid vacation or sick days by the Town. The Contractor further understands that the Town shall not provide any insurance coverage to the Contractor, including workmen's compensation coverage.

RIGHTS AND REMEDIES

No provision in these solicitation documents or in the offeror's bid shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

SEVERABILITY

The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

SUBCONTRACTS

No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the Town's Purchasing Agent. All subcontracts shall comply with federal and state laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used. The Town shall not unreasonably withhold approval and shall notify the Contractor of the Town's position within a reasonable period of time.

SUBMISSION OF BIDS

Signed bid offers, on this form, must be returned in sealed envelopes addressed to Department of Finance, Division of Purchasing Services, Town Hall, 50 South Main St., West Hartford, CT 06107 and the envelope must bear the notation that it is a sealed bid, the Bid Number and the vendor's name and address.

Bidders are cautioned to examine the specifications, drawings, samples, etc. pertaining to the bid.

Failure on the part of the bidder to examine all pertinent documents samples, or job areas shall not entitle him to any relief from the conditions imposed in the proposal, the specifications and the contract. Unsigned bids or bids without an original signature will not be accepted. When a bidder desires an interpretation or clarification of any ambiguity in the bidding documents, he must contact the Purchasing Agent prior to bid opening. The Purchasing Agent's interpretation shall be final and will be made known to all bidders concerned. The bidder shall insert the price per stated unit and the extensions against each item which he proposed to provide. In the event of a discrepancy between the unit price and the extension, the unit price will govern. (If discounts are shown and there is an error in the extension of the total, the discount offered will govern.) If the price bid per unit is based on any unit other than that stated, the bidder shall state the unit on which the unit price is based. A bid will not be accepted if it, or the Bid Surety if required, is received at the Purchasing Division Office after the stated time of opening as shown on the bid form. This applies to bids sent by mail as well as those hand delivered. Unsigned bids shall be rejected. Contractors must furnish Bid Surety. Labor & Materials and Performance Bonds when required. Certificates of Insurance may be required and must be furnished by the Contractor prior to any work being performed. Purchases made by the Town are exempt from Fair Trade Laws as well as the payment of any sales, excise or Federal transportation taxes. Such taxes must not be included in bid prices. Tax exemption certificates, for merchandise accepted by the Town, will be completed at the request of the Contractor furnishing the goods or services. When samples are requested they shall be delivered by the bidder properly identified at the time of the bid opening unless the bidding documents indicates a different time. Samples shall be submitted free of charge. Samples will be removed by the bidder at his expense. The Town will not be responsible for any samples which are destroyed or mutilated in examination. If samples are not removed within thirty (30) days after written notice to the Vendor, they shall be considered as abandoned and the Town shall have the right to dispose of them as its own property. The Purchasing Agent may, at his discretion, hold the sample or samples of the successful bidder or bidders, for comparison with articles delivered on the Purchase Order, or orders issued subsequent to the award.

SUBMISSION OF INVOICES

The following provisions regarding submission of invoices are an integral part of these bidding documents, and as such, will create a contractual obligation on the part of the awarded vendor. Failure to comply with these contractual requirements may result in a breach of contract:

All invoices submitted to the Town of West Hartford for goods or services shall contain the following minimum information:

- Town Order Number
- Complete description of goods or services rendered.
- Agency and name of individual requesting goods or rendering of services.
- Date of delivery of goods or rendering of services.
- Complete price information including gross amount, discount if applicable, net amount and itemization of labor charges if applicable.
- Additional information as may be required by contract.

All invoices must be forwarded to the Town department to whom goods or services were rendered.

TOXIC SUBSTANCES

In accordance with section 31-40 of the General statutes of Connecticut any person who supplies any toxic substance as defined in 31-40 shall provide the following information:

- 1) The generic or basic chemical name of the toxic substance;
- 2) the level at which exposure to the substance is determined to be hazardous. If known;
- 3) the acute and chronic effects of exposure of hazardous levels;
- 4) the symptoms of such effects;
- 5) appropriate emergency treatment;
- 6) proper conditions for safe use and exposure to such toxic substance;
- 7) procedures for cleanup of leaks and spills of such toxic substance; and
- 8) a label on each container of any such substance which states, in a clearly legible and conspicuous form, that a toxic substance is contained therein.

This information shall be disclosed at the time of the bid opening and chemical data sheets will also be required if the products meet the toxic substance criteria.

VENDOR WARRANTY

Vendor hereby agrees to:

- a. Perform contract in accordance with the specifications and bid under which the contract was awarded.
 - b. Warranty the products or services against defective material or workmanship and to repair or replace any damage or marring of products occasioned in transit.
 - c. Furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors.
 - d. Indemnify and hold harmless the Town, its agencies, agents, offices, servants or employees from any action, law suit or judgment arising out of defects in its products, materials or workmanship, negligence in its activities or breach of its agreement with the Town, including the cost of defense and counsel fees.
- Articles which in any respect fail to conform with the specifications upon which the award is made will be rejected and held subject to the Bidder's disposition and expense.

WEST HARTFORD TOWN HALL DIRECTIONS

FROM THE WATERBURY AREA

1. Exit 43 (Park Road)
2. Take a left on to Park Road
3. Take a right at the traffic light (Raymond Road)
4. Go straight through traffic light (Boulevard)

The Town Hall parking lot is on your left

FROM THE BOSTON AREA

1. Exit 43 (Park Road)
5. Take a left on to Park Road
6. Take a right at the traffic light (Raymond Road)
7. Go straight through traffic light (Boulevard)

The Town Hall parking lot is on your left